

AG Contract No. KR95 1981TRN
ADOT ECS File: JPA 95-158
Project: F-026-1-526
Tracs: 060 AP 387 H3625 02C
Section: US-191 Phase II

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF SPRINGVILLE

THIS AGREEMENT is entered into 10 May, 1996
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF SPRINGVILLE, acting by and through its Mayor and Town
Council, (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Town.

3. It is to the mutual advantage of the State and the Town
to landscape areas within the right of way on US-60 and US-191
at the following location:

From US-60 centerline roadway station 2727+15 to
US-60 centerline roadway station 5+38 and from
US-191 centerline roadway station 0+00 to US-191
centerline roadway station 12+34, a net distance
of approximately 0.40 miles.

THEREFORE, in consideration of the mutual agreements
expressed herein, it is agreed as follows:

NO. <u>20685</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>05/10/96</u>
<u>James Lee Hull</u> Secretary of State
By <u>Vicky Greenwood</u>

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the Town for concurrence.

2. After Town concurrence of the plans, the project, budgeted at \$40,000.00, will be constructed by the State, using State funds. Upon completion of the project, the Town will reimburse the State 25% of the landscape contract cost.

3. The Town shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The Town shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at Town expense.

5. After construction, the Town shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The Town hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and insecticide/herbicide dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and the repair of all erosion to maintain the final grade established at the completion of the project. The Town will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Springerville
Town Manager
23 S. Papago Street
Springerville, AZ 85938

7. Attached hereto and incorporated herein by reference is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

TOWN OF SPRINGVILLE

STATE OF ARIZONA

Department of Transportation

By Leo A. Houghton
LEO HOUGHTON
Mayor

By Peter L. Eno
PETER L. ENO
Contract Administrator


ATTEST

By Helen P. Chavez
HELEN CHAVEZ
Town Clerk

RESOLUTION

BE IT RESOLVED on this 22nd day of August 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Springerville for the purpose of defining responsibilities for the design, construction and maintenance of landscaping improvements to US-191 and US-60 in the Town.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director



TOWN OF SPRINGERVILLE

"A Community For All Seasons"

Post Office Box 390 • Springerville, Arizona 85938 • Phone: (602) 333-2656

Regular Council Meeting
September 6, 1995
6:00 p.m.

Town Hall
23 S. Papago Street
Springerville, Az.

1. Open Meeting, Ascertain Quorum
2. Pledge of Allegiance
3. Minutes
 - A. Consideration of minutes of the August 16, 1995 regular meeting
4. Public Participation/Announcements

Items presented during the Public Participation portion of the agenda cannot be acted on by the council. Individual Council Members may ask questions of the public, but are prohibited by the open meeting law from discussing the item among themselves until the item is officially placed on the agenda.

5. Old Business
 - a. Resolution #539 - Emergency Operations Plan - Discussion & Action
6. New Business
 - a. ADEQ Consent Agreement - Discussion & Action
 - b. New Fuel Tanks - Discussion & Action
 - c. Signage for Town - Discussion & Action
 - d. Chamber of Commerce Representative from Town - Discussion & Action
 - e. Secor Request for Environmental Investigation - Discussion & Action
 - f. Ambulance Service Update - Mike Dew - Discussion
 - g. Price of new water line to loop Mohave, Yaqui & Sheldon Streets - Disc. & Action
 - h. Approval of New ADOT Airport Grant - Discussion & Action
 - i. ADOT Landscape Agreement - #JPA 95 - 158 US 191 Phase II-Disc. & Action
 - n. Letter from Jack Young - Holbrook - Discussion
 - o. Review draft of new Building Code - Discussion
 - p. Weather Station at Airport - Robert Hersey - Discussion
 - q. Billboards - Discussion

The Town Council reserves the right to adjourn into executive session when needed for legal consultation on any of the above listed items pursuant to ARS 38-431.03 (A) (3) or (4).

HUMAN RESOURCES
(602) 333-2516

FIRE DEPARTMENT
(602) 333-2656

POLICE DEPARTMENT
(602) 333-4240

PUBLIC WORKS
(602) 333-2656

HUMAN RESOURCES
(602) 333-2516

FIRE DEPARTMENT

POLICE DEPARTMENT

PUBLIC WORKS

would probably have to wait until November when the rest of the work slows down.
Motion followed:

MIKE DEW/RAMON CASTILLO JR.

Motion to authorize the expenditure of \$7500 to loop the new water line on Mohave, Yaqui, and Sheldon Drive. Motion seconded and carried unanimously.

Approval of new ADOT airport grant was next. Peter said this grant did not have a number assigned to it, but would be utilized to pay for grounding the runway lights at the airport. He added that recently we had a major expense because the runway lights were hit by lightening, and they are not grounded. The lights have been repaired, but are still ungrounded. The Town match is 10%, and can be covered with administrative time, and utilizing our public works crews. Motion followed:

RAY LOGAN JR./MIKE DEW

Motion to approve the new ADOT airport grant as presented. Motion seconded and carried unanimously.

ADOT Landscape Agreement was reviewed next. Peter said we had applied for this grant four or five years ago. It is for \$40,000 to be used for landscaping the area around the intersection by the recycling center, along Hwy. 180, and Hwy. 60. Peter said they would plant wild flowers, and trees along this area, with automatic irrigation systems, so there would be minimal maintenance. The Town Match will be \$8-10,000 next year. Motion followed:

MIKE DEW/RAY LOGAN JR.

Motion to accept the ADOT Landscaping Agreement. Motion seconded and carried unanimously.


Letter from Jack Young was reviewed next. Peter told the Council that basically what Mr. Young indicated from his letter was that he preferred that gaming take place on the reservation only, but that if one of the tribes purchased a piece of land off the reservation, and they decided to begin gaming activities, he felt that they should benefit from this also. He was asking for a letter of support from the Town in reference to the above request. Mike asked that Peter draft a letter of support for Mr. Young.

Review draft of new Building Code was next. Peter said our current code is not in compliance. It has no provision for taking care of condemned buildings. You have to go through all of the family members and get their signatures of approval before a dangerous building can be removed. The new code would change this to make it

APPROVAL OF SPRINGERVILLE TOWN ATTORNEY

I have reviewed the above-referenced proposed Intergovernmental Agreement between the Department of Transportation, Highways Division, and the Town of Springerville and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 22nd day of April, 1996.



Jack Barker
Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: 542-1680

Direct: 542-8837

Fax: 542-3646

MAIN PHONE: 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR95-1981-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 3rd day of April, 1996.

GRANT WOODS
Attorney General

A handwritten signature in black ink, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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